

## Crypto.com Fathers Day 2023 Giveaway

To participate in the Sweepstakes, you must satisfy the eligibility criteria and meet the requirements set out in these Official Rules, and:

1. Like and retweet the tweet designated by Crypto.com on Twitter (the “**Post**”); and
2. Follow @cryptocom on Twitter

during the Entry Period. The Entry Period begins on 17 June 2023, 09:00 UTC and ends on 19 June 2023, 09:00 UTC. Entrant’s Twitter account must be a public account to be eligible for the Sweepstakes.

The Prizes are as listed below with their estimated market value:

- Two (2) branded Crypto.com hats (with a total value ~US\$50)

Odds of winning depend on the number of Eligible Entries received during the Entry Period. The Giveaway Items will be distributed to a total of ten (10) unique winners, as set out above.

### US-SPECIFIC OFFICIAL RULES FOR SWEEPSTAKES

Crypto.com will conduct the sweepstakes (the “Sweepstakes”) substantially as described in these rules. By entering or participating, each entrant or participant (“Entrant”) agrees unconditionally to be bound by these official rules (the “Official Rules”) and the decisions of Crypto.com, which are final and binding in all respects to the Sweepstakes. Winning any prize is contingent upon fulfilling all requirements set forth herein.

**NO PURCHASE NECESSARY TO ENTER OR WIN; PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT WON YET. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. SWEEPSTAKES VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

**PLEASE READ THESE RULES FULLY AND CAREFULLY. THESE RULES CONTAIN A BINDING ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHTS TO CLASS OR REPRESENTATIVE ACTIONS.**

By entering the Sweepstakes, Entrant:

- (A) Agrees to be bound by these Official Rules and by the interpretation of these Official Rules by Crypto.com and by the decisions of Crypto.com, which are final and binding in all respects;
- (B) Acknowledges compliance with these Official Rules; and
- (C) Agrees to comply with any and all applicable federal, state, and local laws, rules and regulation. Winning the Prize (defined below) is contingent upon fulfilling all requirements set forth in these Official Rules.

**Sponsored and Administered by:** The “Sponsor” of this Sweepstakes is Foris, Inc. dba. Crypto.com, Suite 2725, Sabadell Financial Center Building, 1111 Brickell Avenue, Miami, FL 33131, which administers all aspects of this Sweepstakes.

#### 1. Eligibility:

- a. General Eligibility. This Sweepstakes is open only to (i) legal residents of the United States (excluding residents of Florida, New York, Rhode Island, or any United States Territory (except Puerto Rico)) (ii) those who are twenty-one (21) years of age or older at the time of entry; and (iii) those who have an active email account and internet access prior to the beginning of the Entry Period (defined below). **All Entrants must have an approved Crypto.com App account or apply for and be approved prior to the Campaign Period end date. VOID WHERE PROHIBITED.**
  - b. Individuals Excluded From Entry: Employees, officers, and directors of Crypto.com or its affiliated companies, parent companies, subsidiaries, participating promotional partners, advertising and promotion agencies, webmasters, and any company involved in the creation, design, execution, production, or fulfillment of the Sweepstakes (collectively, the “Sweepstakes Entities”), and the immediate family members or individuals living in the same household of such employees, officers, and directors, are not eligible to enter the Sweepstakes or win any Prize. For purposes of these eligibility rules, “immediate family members” means spouse, children, parents, parents of spouse, siblings, and spouse’s siblings.
  - c. Additional Eligibility Requirements. Prior to being eligible to receive any Prize, an Entrant who has been selected as the potential Winner (as defined below) of the Sweepstakes must provide Crypto.com with any information or certifications needed by Crypto.com, in its judgment. Without limiting the foregoing, a person who was selected as a potential Winner of the Sweepstakes may be required to sign a copy of these Official Rules, to complete and sign a Declaration of Compliance, Liability, and Publicity Release (except where prohibited by law), and provide any other document that Crypto.com determines is required, necessary or appropriate, in its judgment, to confirm the Winner’s eligibility and for tax reporting or other purposes. If the potential Winner fails to satisfy these conditions within five (5) days of the notice that such person has been selected to be a Winner, that person will not be eligible for the Prize, and an alternate Winner will be selected, as described in “Winner Selection and Notification” below. **VOID WHERE PROHIBITED.**
2. **No Purchase Necessary.** No purchase or payment of any kind is necessary to enter or win this Sweepstakes.
  3. **Acceptance of Rules:** By entering the Sweepstakes, Entrant: (a) agrees to be bound by these Official Rules and by the interpretation of these Official Rules by Crypto.com and by the decisions of Crypto.com, which are final and binding in all respects; (b) acknowledges compliance with these Official Rules; and (c) agrees to comply with any and all applicable federal, state and local laws, rules and regulations. Winning the Prize (defined below) is contingent upon fulfilling all requirements set forth in these Official Rules. **VOID WHERE PROHIBITED.**
  4. **Entry Period:** The Sweepstakes will begin and end at the times specified by Crypto.com (the “Entry Period”). The Entry Period will start on 17 June 2023, 09:00 UTC and ends on 19 June 2023, 09:00 UTC. Entries must be submitted during the Entry Period in order to be eligible for the Sweepstakes. Crypto.com shall have the sole and final decision regarding timekeeping for entry in the Sweepstakes. Normal time rates, if any, charged by the Entrants’ Internet service or mobile provider will apply.

- a. Complete and Truthful Entries. When submitting an entry, Entrant is required to provide complete and truthful information. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Crypto.com’s sole and absolute discretion. Entries submitted by persons who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.
  - b. Use of Automation for Repetitive Entries. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person’s agents. Crypto.com will disqualify any entry from individuals who do not meet the eligibility requirements.
  - c. Eligible Entries. All entries submitted in compliance with these Official Rules and not disqualified or void are considered “Eligible Entries.” All entries are the property of Crypto.com. Image and photo entries shall not include images of any third parties or individuals outside of the Entrant and Crypto.com promotional materials. Entrant shall abide by all posting and image guidelines as set forth by any social media platform, if any, used to enter into this Sweepstakes. Crypto.com shall not be liable to any third parties for Entrant’s violations of said social media guidelines. Photos displaying or containing profanity or that are obscene or otherwise inappropriate (as determined by Crypto.com) will be disqualified, as will entries that violate copyright laws or infringe on any third party rights. By entering, except where prohibited by law, Entrant is assigning all ownership rights and usage rights to Entrant’s photo to the Sweepstakes Entities.
  - d. Number of Entries. Only one (1) Entry is permitted per person during the Entry Period. Multiple Entrants are not permitted to share the same email address. Any attempt by any person to enter the Sweepstakes more than one (1) time by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Entrant’s entries and that Entrant may be disqualified. Crypto.com and its affiliates, and their respective officers, directors, employees, contractors and agents are not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified.
5. **Method of Entry:** Entry methods for the Sweepstakes will be specified by Crypto.com, and all entries must be received during the Entry Period. Entries must be submitted during the Entry Period in order to be eligible for the Sweepstakes.
- a. To enter into the Giveaway, Entrants must, in addition to meeting the eligibility criteria:
    - 1) Like and retweet the tweet designated by Crypto.com on Twitter (the “**Post**”); and
    - 2) Follow @cryptocom on Twitter
- during the Entry Period (each, an “**Entry**”). Entrant’s Twitter account must be a public account to be eligible for the Sweepstakes.
6. **Prize and Odds of Winning:** The Prize(s) of the Sweepstakes will be specified by Crypto.com (the “Prize”). The total approximate total retail value of the Prize(s) is as specified by Crypto.com. Odds of winning depend on the number of Eligible Entries received during the Entry Period. In total, ten (10) Entrants will be selected for the Prizes (each, a “Winner”), with the distribution of

the Prizes occurring in accordance with the package tier allocations set out by Crypto.com in its sole and absolute discretion.

- a. Unavailability of Prize. If for any reason the Prize(s), or any part of a Prize, is unavailable or a Prize or related event is delayed, canceled, or postponed, or for any other reason, Crypto.com reserves the right to modify the Sweepstakes in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by the Winner.
  - b. Inability to Accept Prize. Crypto.com and the Sweepstakes Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize. In the event a potential Winner cannot accept the Prize, an alternate Winner will be randomly drawn from all remaining Eligible Entries.
  - c. Costs and Expenses Associated with Prize. All costs and expenses not specifically listed above as part of the Prize are solely the Winner's responsibility. Winner understands and agrees that costs, expenses and ancillary items which are not explicitly mentioned as forming part of the Prize are not included as part of the Prize and will not be provided by Crypto.com or its affiliates. Winner agrees to comply with any additional terms and conditions applicable for attending the Event.
  - d. Prize(s) Provided "As Is". The Prize(s) are provided "as is". Entrants acknowledge that Crypto.com and the Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize(s), including any implied warranty of merchantability of fitness for a particular purpose. Any Prize(s) pictured in advertising and other Sweepstakes materials are for illustrative purposes only.
  - e. Winner Responsible for Any Applicable Tax Liability Associated with Prize(s). The value of the Prize(s) may be taxable to the Winner as income. All federal, state, and local tax liability, and any other costs and expenses associated with acceptance or use of the Prize(s) not specifically provided for in these Official Rules are solely the Winner's responsibility (regardless of whether the Prize(s), in whole or in part, is used), including, but not limited to any customs duty or import taxes relating to the import, export or receipt of the items you receive. Winner is solely responsible for its entry into any Sweepstakes and should ensure that they understand the federal and state tax implications of receiving any Prize.
- 7. Winner Selection and Notification:** The potential "Winner" or "Winners" of the Prize will be determined according to the method specified by Crypto.com in Crypto.com's sole and exclusive discretion. These methods may include, but are not limited to, online random drawing, if applicable.
- a. Number of Winners to be Selected: A total of ten (10) unique winners will be determined according to the method specified by Crypto.com in Crypto.com's sole and exclusive discretion.
  - b. Notification of Prize Winner. The Prize(s) will be awarded to the authorized account holder of the public social media account submitted with the entry regardless of the individual who submitted the winning entry. The authorized account holder is the person who is assigned to

the account by Twitter or Instagram (as relevant to the Entry). Each potential Winner will be notified within thirty (30) days from the end of the Entry Period by email (at the email address provided with the entry), by phone (at the phone number provided with the entry), or such other method specified by Crypto.com, and will be required to confirm his/her email address and/or phone number.

- c. Publicity of Prize Winner. Crypto.com and the Sweepstakes Entities reserve the right to make a public announcement, announcing the Winner on the Crypto.com website, through the Crypto.com App, and/or in any manner (including, without limitation, social media (e.g., Facebook®, Instagram®, Twitter®, YouTube®)), which they deem appropriate.
- d. Failure of Winner to Respond to Notification of Prize. If the Winner cannot be reached after a reasonable effort has been exerted and/or fails to respond to confirm their email address within one (1) day (or such other time specified by Crypto.com) from when the initial notification email is sent, the Winner forfeits the Prize, and an alternate Winner will be selected.
- e. Selection of Alternate Winner(s). If the alternate Winner does not comply with these Official Rules or is otherwise unable to accept the Prize(s), the Prize(s) shall be forfeited and another alternate Winner will be selected. This Winner selection and notification process shall be continued until a Winner is confirmed. If the Prize(s) or a Winner notification is returned as undeliverable, the Prize(s) will be forfeited and an alternate Winner will be selected.

**8. Winner Verification.** The Winner may be required to prove eligibility, including, without limitation, proof of age, residence, and identity, which may include submitting a copy of their passport or similar government issued identification within two (2) hours after being notified of being a potential Winner.

- a. Official Confirmation of Winner. The Winner(s) (or any alternate Winner if one must be selected) is not official and shall not be confirmed as the Winner until they have completed, signed and returned documentation required by Crypto.com. If the Winner (or any alternate Winner) does not complete all forms necessary within the time given and/or in the event of non-compliance by the Winner (or alternate Winner), such Winner (or alternate Winner) shall be disqualified and shall forfeit the Prize(s), and all privileges otherwise due as a Winner shall be terminated and an alternate Winner will be chosen from among all of the remaining Eligible Entries.
- b. Winner Obligations. Winner(s) may be required to sign and return (1) a Declaration of Compliance, Liability, and Publicity Release (except where prohibited), (2) a Waiver and Release from Liability, and (3) any other document Crypto.com determines is required, necessary or appropriate, in its judgment, to confirm the Winner's eligibility and for tax reporting purposes. Each of these items must be received by Crypto.com within five (5) days of the date notice or attempted notice is sent, in order to claim the Prize. If, at any time, (i) Crypto.com determines that any person selected as a potential Winner is not eligible to participate in the Sweepstakes, or (ii) a person whose name is drawn refuses to accept the selection as a Winner, or (iii) a person whose name is drawn cannot or does not complete the eligibility requirements, including without limitation a failure to sign and return the required documents described above or provide any other requested information within the required time period, or (iv) a person cannot be contacted, then that person will be ineligible to win a

Prize(s). In the event that a potential Winner is disqualified or ineligible for any reason, the potential Winner(s) forfeits the Prize and all privileges otherwise due as a Winner shall be terminated, and an alternate Winner will be chosen by the same drawing method from among all of the remaining Eligible Entries.

- c. Participation of Winner's Guests in a Prize (Event or Amenity Access). If applicable, all guests in attendance with a Winner, if applicable, must also execute all required documents prior to any participation or such guest(s) will not be permitted to participate.
- d. Delay of Confirmation or Announcement of Winner. Provided that the Winner is in compliance with the Official Rules and after having successfully proven eligibility, the Winner will be officially confirmed as the Winner. Crypto.com expressly reserves the right to delay the announcement of the Winner for any reason it deems necessary. In addition, Crypto.com reserves the right to select an alternate Winner in the event that any Winner fails to comply with these Official Rules.

**9. LIMITATION OF LIABILITY:** By entering this Sweepstakes, Entrant waives all rights to, and holds Crypto.com or the Sweepstakes Entity harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Sweepstakes or the acceptance, use, or misuse of any Prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Crypto.com or Sweepstakes Entity will not be responsible for: late, incomplete, or incorrect entries; an Entrant's failure to receive prize notices due to Entrant's spam, junk email, or other security settings or for Entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this Sweepstakes; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the Sweepstakes, or announcement of the Prize(s). THE PRIZE IS OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY CRYPTO.COM OR ANY SWEEPSTAKES ENTITY, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL CRYPTO.COM OR ANY SWEEPSTAKES ENTITY BE LIABLE TO ENTRANT FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CRYPTO.COM AND/OR OTHER SWEEPSTAKES ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

**10. Indemnification.** By entering the Sweepstakes, Entrant agrees to indemnify, defend, and hold harmless, Crypto.com and any other Sweepstakes Entities from any and all liability, for any claims, damages, injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in the Sweepstakes, (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Prize(s), (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Sweepstakes or acceptance and use of the Prize(s), and (iv) copyright infringement, trademark infringement, or any other intellectual

property-related cause of action arising from or related to the Sweepstakes, the Prize(s), or Crypto.com's advertising and marketing related to the Sweepstakes, Entrants or the Winner, in all cases, including but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any Prize(s). Entrant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Sweepstakes, or the acceptance, receipt, or use of the Prize(s) or any Prize component. Entrant further agrees that in any cause of action, Crypto.com and/or the Sweepstakes Entities' liability will be limited to the value of the Prize(s), and in no event shall the Sweepstakes Entities be liable for attorney's fees.

- 11. No Assumption of Responsibility.** Crypto.com and the Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Sweepstakes, or other errors appearing within the Official Rules or in the Sweepstakes related advertisements. Crypto.com and the Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Sweepstakes, errors in processing entries, identifying the Winner, in the announcement of the Prize(s) and Winner, the delivery of the Prize(s), any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site including Crypto.com, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system/software related to or resulting from participation in, uploading any materials or downloading any materials in the Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Crypto.com reserves the right in its sole discretion to disqualify any person it suspects or finds (i) to have tampered with the entry process or the operation of the Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner, Crypto.com or the Sweepstakes Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.
- 12. Grant of Rights.** Except where prohibited by law, by entering the Sweepstakes and/or winning the Prize, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, entry, statements attributed to Entrant (if true) and any video footage related to the Prize, for all Sweepstakes Entities' advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without

additional compensation and additionally consents to the Sweepstakes Entities putting their name on a Winner's list. Please note that Crypto.com may not acknowledge or return any entries.

- a. **Intellectual Property.** By submitting an entry, Entrant agrees to Crypto.com's general terms regarding intellectual property available at [https://crypto.com/document/entity\\_us.pdf](https://crypto.com/document/entity_us.pdf). Specifically, Entrant represents and warrants to Crypto.com that they have the rights, authorizations, and licenses to all the content they share with Crypto.com via any platform. This includes, but is not limited to, getting the owner's consent before sharing third-party content and/or not infringing (or causing Crypto.com to infringe) any third-party rights, including third-party intellectual property rights. Entrant grants to Crypto.com a perpetual, non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use, copy, modify, distribute, publish, and process the content they share with Crypto.com (including their intellectual property) without any further consent, notice, and/or compensation to them or to others for any purpose. Entrant can end this license by deleting such content and notifying Crypto.com at [contact@crypto.com](mailto:contact@crypto.com). Entrant further agrees to hold Crypto.com harmless against any liability, claims, or demands arising from the content they share with Crypto.com.
- b. **Right of Publicity.** By submitting an entry, Entrant agrees to Crypto.com's use of your name, address, likeness, or Prize information for promotional purposes in any medium without additional compensation to the extent permitted by law.

**13. General Terms; Force Majeure.** The Sweepstakes Entities are not responsible if the Sweepstakes cannot take place, or if the Prize(s) cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, global pandemic, local epidemics, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Sweepstakes Entities.

- a. **Right to Terminate.** If, for any reason the Sweepstakes is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sweepstakes Entities, which, in Crypto.com's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Crypto.com reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes or any part of the Sweepstakes. If the Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing of the Sweepstakes Period, notice will be posted on Crypto.com. Crypto.com reserves the right to modify and amend these Official Rules from time to time during the Sweepstakes Period for clarification purposes.
- b. **Reservation of Rights.** ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, CRYPTO.COM RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- c. **Severability.** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other



provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Crypto.com's failure to enforce any term of these Official Rules will not constitute a waiver of that term or any other provision of these Official Rules. Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Sweepstakes-related materials, privacy policy or terms of use on a website and/or the terms and conditions of these Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Crypto.com's sole and absolute discretion.

- 14. Privacy.** All Personal Information submitted by Entrants and collected by Crypto.com in connection with Entrant's entry will be subject to and will be treated in a manner consistent with Crypto.com Privacy Notice available at: [https://crypto.com/privacy/privacy\\_us.pdf](https://crypto.com/privacy/privacy_us.pdf). By participating in the Sweepstakes, Entrant hereby understands that Crypto.com may collect and use their personal information submitted with the entry, and acknowledges that they have read the Crypto.com Privacy Notice. Among other things, the information Entrants provide may be used for sending Entrants company updates and announcements about Crypto.com and its products and/or services following the applicable requirements.
- a. Children's Online Privacy Protection Act. Crypto.com's Sweepstakes are not intended for general audiences and are not directed to children under the age of 18. We do not knowingly collect Personal Information from children under the age of 18 through our Sweepstakes. If you become aware that a child has provided us with Personal Information without parental consent, please contact us at [contact@crypto.com](mailto:contact@crypto.com). If we become aware that a child under the age of 18 has provided us with Personal Information without parental consent, Crypto.com takes steps to remove such information.
  - b. California Consumer Privacy Act. Crypto.com complies with the California Consumer Privacy Act (CCPA) and is required to provide certain information to individuals about how Crypto.com collects, uses, and shares your Personal Information, and about the rights and choices that Entrant may have concerning Entrant's Personal Information. For further information regarding Entrant's rights, please review Crypto.com Privacy Notice, available at [https://crypto.com/privacy/privacy\\_us.pdf](https://crypto.com/privacy/privacy_us.pdf).
- 15. Class Waiver.** Except where prohibited by law, Entrant agrees that: ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES OR ANY PRIZE AWARDED IS UNIQUE TO THE ENTRANT AND SHALL BE RESOLVED INDIVIDUALLY AND WITHOUT RESORT TO ANY FORM OF CLASS OR REPRESENTATIVE ACTION INCLUDING MASS ARBITRATION.
- 16. Dispute Resolution; Binding Arbitration.** Please read this section carefully because it requires you to arbitrate certain disputes and claims with Crypto.com and limits the manner in which you can seek relief from Crypto.com. Arbitration precludes you from suing in court or having a jury trial. Except where prohibited by law, and except for small claims disputes in which Entrant or Crypto.com seeks to bring an individual action in small claims court located in the county of your residence, as determined by the records maintained by Crypto.com, or disputes in which Entrant or Crypto.com seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, ENTRANT AND CRYPTO.COM EACH WAIVES THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AND TO HAVE ANY DISPUTE RESOLVED IN COURT AND AGREE THAT: **ANY DISPUTE,**

**CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION.** These terms to arbitrate disputes include, but is not limited to, any and all claims for relief and theories of liability between Entrant and Crypto.com, whether based in contract, tort, fraud, negligence, regulation, or ordinance; claims for relief under any state or federal statutes, including, but not limited to, the federal and any state analogs of the Telephone Consumer Protection Act, the Fair Credit reporting Act, Fair and Accurate Credit Transactions Act, and other statutes, including state and federal statutes relating to the collection of personal and/or biometric data; claims for common law fraud, misrepresentation, or any other legal or equitable theory arising out of Entrant's relationship with Crypto.com, and/or any interactions between Entrant and Crypto.com. **If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.** The arbitrator shall be selected from a list of arbitrators provided by the American Arbitration Association following a request by the party seeking arbitration for a list of five retired or former jurists with substantial professional experience in employment matters. The arbitration shall be conducted in the State of Florida under the procedures applicable to arbitrations in the State of Florida. The arbitrator's authority and jurisdiction shall be limited to determining the dispute in arbitration in conformity with law, to the same extent as if such dispute were determined as to liability and any remedy by a court without a jury. The arbitrator shall render an award which shall include a written statement of opinion setting forth the arbitrator's findings of fact and conclusions of law, and the arbitration proceedings shall be conducted in English; unless both Entrant and Crypto.com agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding; judgment upon any award rendered may be entered in any court having jurisdiction thereof; and any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and, to the extent not prohibited by law, shall not in any event include any punitive, exemplary, consequential or incidental damages, attorney's fees or costs of bringing a claim, or any injunctive or other equitable relief. The arbitrator, Crypto.com, and Entrant will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision. Entrant and Crypto.com agree that for any arbitration Entrant initiates, Entrant will pay the filing fee and Crypto.com will pay the remaining AAA fees and costs. For any arbitration initiated by Crypto.com, Crypto.com will pay all AAA fees and costs. Entrant and Crypto.com agree that the state or federal courts of the State of Florida and the United States sitting in Miami-Dade County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. Any claim arising out of or related to these Sweepstakes must be filed within one (1) year after such claim arose; otherwise, the claim is permanently barred, which means that Entrant and Crypto.com will not have the right to assert the claim.

- 17. Governing Law:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Crypto.com in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of laws rules.
- 18. Accessibility of Official Rules and Winners List:** A copy of these Official Rules is available via the relevant campaign blog post. Where required by law, Crypto.com will provide the name of Winner(s) of a Sweepstakes to those who request it.
- a. Requests for Official Rules. For a copy of the Official Rules you can:
- Send a self-addressed, stamped envelope, postmarked to Foris, Inc., Suite 2725, Sabadell Financial Center Building, 1111 Brickell Avenue, Miami, FL 33131, Attn: Crypto.com Legal; and write the name of the Sweepstakes on the lower left hand corner of the envelope.
- b. Requests for Winner(s). For the name of the Winner(s) you can:
- Send a self-addressed, stamped envelope, postmarked to Foris, Inc., Suite 2725, Sabadell Financial Center Building, 1111 Brickell Avenue, Miami, FL 33131, Attn: Crypto.com Legal; and write the name of the Sweepstakes on the lower left hand corner of the envelope. All requests for the name of the Winner(s) must be received within two (2) weeks of the end of the Sweepstakes Period.
- 19. Social Media:** By submitting an Entry, Entrant agrees to a complete release of Facebook®, Instagram® Twitter®, and/or You Tube®, and/or any other social media platform used to promote or enter into this Sweepstakes and acknowledges that the Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook®, Instagram®, Twitter®, YouTube®, and/or any other social media platform. Further, Entrant agrees to abide by any and all, if any, requirements imposed by any social media platform used to promote or enter into the Sweepstakes.
- 20. Entire Agreement.** These Official Rules constitute the entire agreement between the Sponsor and Entrant.